

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

IN RE:	)	Chapter 11
	)	
JOANN INC., <i>et al</i> , <sup>1</sup>	)	Case No. 25-10068 (CTG)
	)	
DEBTORS.	)	(Jointly Administered)
	)	
	)	<b>Related Docket No. 930</b>

**LIMITED OBJECTION AND RESERVATION OF RIGHTS OF  
SHELBYVILLE ROAD PLAZA, LLC TO PROPOSED CURE AMOUNTS**

Shelbyville Road Plaza, LLC (“SRC”), files this limited objection and reservation of rights (the “Limited Objection”) to the *Amended First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases* [Dkt. No. 930] (the “Amended Notice”), and respectfully states as follows:

1. Jo-Ann Stores, LLC (the “Debtor,” and together with its affiliated debtors, the “Debtors”) leases retail space at 4600 Shelbyville Road, Ste. 280 (“Store 2145”) pursuant to a lease dated January 18, 2008 (as subsequently, amended and supplemented, the “SRC Lease”).<sup>1</sup>
2. The Debtors’ current obligations under the SRC Lease include, among other things, \$42,834.33 in base rent plus monthly CAM charges and \$1042.19 for the 2024 CAM reconciliation. Additionally, under the SRC Lease, the Debtors are required to pay a yearly tax payment.
3. On April 28, 2025, the Debtors filed the Cure Notice, which stated that the amount necessary to cure defaults under the SRC Lease is \$50,059.33 (the “Proposed Cure Amount”) and proposed June 1, 2025 as the date of assumption (the “Proposed Assumption Date”).
4. On May 16, 2025, Debtors filed the Amended Notice reflecting the same Proposed Cure Amount.

<sup>1</sup> The Debtors are in possession of the SRC Lease and the related statements issued to the Debtors. Copies of such documents are available upon written request to undersigned counsel.

5. However, the notices fail to specify the date on which the Proposed Cure Amount was calculated. Additionally, as of the Proposed Assumption Date, the Debtors' monthly obligations for June will become due. To the extent these amounts remain unpaid, or any additional obligations arise before the actual assumption date, such amounts must be included in the calculation of any cure amount.

6. Additionally, SRC continues to incur legal fees and expenses resulting from the Debtors' defaults under the SRC Lease and in connection with these bankruptcy cases for which SRC must be compensated under section 365(b)(1)(B) of the Bankruptcy Code.

7. Accordingly, the total and correct amount of SRC's cure claim must be calculated as of a date certain, inclusive of legal fees, expenses, and any additional obligations that may accrue and be due as of the eventual date of assumption.

8. Nothing in this Objection is intended to be, or shall be construed as, a waiver of any of SRC's rights and remedies under the SRC Lease, the Bankruptcy Code, and all other applicable law, all of which are hereby reserved. SRC reserves its right to amend this Limited Objection, including to reflect updated information.

WHEREFORE, SRC respectfully requests that the (i) Court sustain this Objection; (ii) set the cure amount of the SRC Lease to include all amounts due as of the date upon which the SRC Lease is actually assumed and assigned; (iii) and grant such other relief as is just and proper.

Dated: May 30, 2025  
Wilmington, Delaware

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